

## Official Rules

BY SUBMITTING A WORK TO POP-UP, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT SUBMIT A WORK TO POP-UP.

1. **ELIGIBILITY:** Pop-Up is open to Artists who are at least 18 years of age at the time of submitting art ("Work"). Staff of Pop-Up and staffs' immediate families are not eligible to win. Immediate family members include relatives living at the same address as a staff member.
2. **ENTRY AND ENTRY FEE:** To enter Pop-Up as an Artist you must agree to these Official Rules for Artists ("Rules") and you must agree to the Artist Agreement relating to submission of content to the Pop-Up website. By submitting your art ("Work") to Pop-Up, you agree to be bound by and comply with these Rules. You must also pay a one-time non-refundable Artist fee of \$20 for a single submission; \$30 for five submissions; OR \$50 for ten submissions.
3. **SPECIFIC RULES FOR ARTISTS REGARDING ART ENTRY:** The following rules apply to Artist submission(s) of their Work to Pop-Up:
  - The Work must be shown within the district the Pop-Up website clarifies.
  - The Work must be shown at a Pop-Up registered venue ("Venue"). Please see <http://www.popupvalpo.com/venues> for a list of registered Venues. Only Artists and Venues that are registered with Pop-Up may participate in Pop-Up, A Valparaiso Art Experience. Artist is responsible to negotiate a Partnering Agreement and/or other arrangements with a Venue relating to their Work.
  - An Artist may collaborate with other Artists. Each Artist involved with a collaboration must be at least 18 years of age at the time of submitting the Work.
  - Each Work must be exhibited for the entire length of Pop-Up, from June 21 – July 6, 2018.
  - All Works must be completed and installed by the dates set in your individual Partnering Agreements & NO later than noon on June 13, 2018.
  - Each Work must abide by all applicable Valparaiso city codes and ordinances and other applicable laws and negotiations.
  - The Artist is responsible for all fees associated with the Work, including without limitation, the Pop-Up fee described above, production costs, shipping, and fees associated with the applicable Venue.
  - Venue Registration must be complete by the end of the day on March 31, 2018 (11:59 p.m. CST).
  - Artist Registration must be complete by the end of the day on March 31, 2018 (11:59 p.m. CST).
  - Venue & Artist pairings accompanied by a signed Partnering Agreement must be complete by the end of the day on April 30, 2018(11:59 p.m. CST).
  - Only original Works are eligible for submission. The Artist is responsible to ensure that the Works do not infringe on any third party's proprietary rights.
  - The Work must be currently owned by the Artist.
  - A Work must not be part of an institutional or corporate collection. The Work may be part of a private collection.

- The Artist is responsible for transportation of the Work to, and removal of the Work from, the applicable Venue, which will be outlined in the Partnering Agreement.
  - Pop-Up reserves the right to use all information on, imagery and documentation of the Artist pertaining to the Work, the final Work and the process of creating the Work provided by the Artist. Pop-Up may use the information, imagery and documentation described in the preceding sentence for the official Pop-Up website, social media, press releases, promotional materials, display and exhibition materials, catalogs, maps, guides, installations, other showcase activities associated with Pop-Up and its promotion and associated events and which may include textual, audio or visual representations. Pop-Up will acknowledge the Artist when such information, imagery and documentation is used by Pop-Up as described above.
  - Pop-Up reserves the right to document Pop-Up and all associated displays and events and reserves the right to use this documentation for any purpose.
  - Pop-Up bears no liability to the Artist or relating to the Work.
  - The Artist commits to participating in Pop-Up in keeping with the spirit of Pop-Up as described on the Pop-Up website.
  - The Artist retains ownership of the Work unless the Artist negotiates otherwise with Venues, sponsors or other parties; and except as provided below with respect to the 1st place winner's obligation to allow the rights of use of the Work by Pop-Up.
  - The Artist may offer the Work for sale during Pop-Up, but must maintain the public display of the Work in the agreed Venue for the duration of Pop-Up. Sold works will only be available to purchasers after the close of Pop-Up. Sales are the sole responsibility of the Artist, unless negotiated otherwise with the agreed Venue. Pop-Up will not be involved in the sale or presentation for sale of the Work.
4. **ADDITIONAL RULES:** Works must not infringe upon third party rights or previously have won awards. All Works that, in the sole discretion of Pop-Up, may infringe on third party rights will be disqualified. Artist is responsible to ensure that the Works do not infringe upon, violate or misappropriate any intellectual property or other proprietary rights owned or possessed by any third party. Artist will defend, indemnify and hold harmless Pop-Up, agents and employees, from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees relating to or arising out of any claim or demand of any kind or nature which any person or party may make against Pop-Up based upon or arising out of the Work or any other claim or demand relating to Pop-Up, including any claim of infringement. Pop-Up may disqualify any Work if it determines, in its sole discretion, that any persons or animals were harmed in the production of such Work. Pop-Up is not responsible for inaccurate, fraudulent, incomplete, illegible, tampered with, misdirected, late or stolen Works or transmissions, or problems of any kind whether mechanical, human or electronic.
  5. **VOTING:** Pop-Up Works will be judged by both juried & public vote as described on the Pop-Up's website. Voting will take place for the Popular Vote award by

public online voting and paper ballots. All registered Venues are voting stations. Voting ends on July 6, 2018 (11.59 p.m.) allowing the staff time to tally votes.

6. **JUDGING:** Judging will occur before the event opens by 3 select judges.
7. **WINNER SELECTION:** The winners will be announced on or around June 20, 2018 with the exception of the Popular Vote winner, which will be announced at the closing reception.
8. **PRIZE:** The top 3 Prizes, plus the Honorable Mention Award will be decided by a panel of Pop-Up Jurors. Juried Prizes Include: Grand Prize \$3,000 (U.S.); 2nd Place \$1,500 (U.S.), 3rd Place \$750 (U.S.), Honorable Mention \$250 (U.S.). Public Vote Prize Includes: Popular Vote \$500 (U.S.) The prizes will be awarded in a lump sum to the Artist in whose name the Work was submitted at the closing reception.
9. **WINNERS' NAMES:** Names of winners will be available on the Pop-Up website.
10. **GENERAL CONDITIONS:** Winners will be notified by email at their address provided in the registration on or about June 20, 2018 at the email address provided to Pop-Up. All federal, state and local taxes are the sole responsibility of the winner. By acceptance of prize, the winner agrees without limitation to the use of his/her name, user name, photograph and/or likeness for publicity purposes without any additional compensation, except where prohibited by law. Artist agrees to be bound by these Rules and the decisions of Pop-Up, which are final and binding in all matters related to Pop-Up. By participating in Pop-Up, Artist agrees that Pop-Up and its respective affiliates, agents, directors, officers and employees have no liability whatsoever for any injuries, losses or damages of any kind relating to or arising from Pop-Up or resulting from participation in Pop-Up, the acceptance, possession, use or misuse of any Work, or technical, hardware, software or telephone failures of any kind, cost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by Pop-Up, users or by any of the equipment or programming associated with or utilized in Pop-Up or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit an entrant's ability to participate in Pop-Up. By participating in Pop-Up, the Artist agrees to defend, indemnify and hold harmless Pop-Up and its affiliates, agents, directors, officers and employees from and against any and all liability, claims, suits, actions, losses and expenses, including costs and attorney fees, relating to or arising out of any claim or demand of any kind or nature which any person or party may make against Pop-Up based upon or arising out of the Work, the Artist's participation in Pop-Up, or any other claim or demand relating to Pop-Up. Pop-Up may prohibit an Artist from participating in Pop-Up or winning a prize if, in its sole discretion, it determines that said Artist is attempting to undermine the legitimate operation of Pop-Up by cheating, hacking, deception or other unfair participation or voting practices or intending to annoy, abuse, threaten or harass any other entrants or Pop-Up's representatives. Pop-Up is not responsible for typographical or other errors in the offer or administration of Pop-Up, including but not limited to errors in the advertising, Rules, selection and announcement of the winner and distribution of the prizes. Pop-Up reserves the right to terminate or amend Pop-Up, in whole or in part, at any time without notice, if any factor, including without limitation virus, bugs, or non-authorized

human intervention, interferes with its conduct as contemplated by these official rules. In case of dispute, a Work will be declared made by the authorized account holder of the email address submitted at the time of Work. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, online service provider or other organization (e.g., business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF POP-UP MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, POP-UP RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

Pop-Up's decisions are final in all matters relating to Pop-Up and the subject matter of these rules.